

RECEIVED

DEC 08 2020

Posting Year:	Posting Date:	Posting #	Doc #
" Period:		Ref #	Initials:

FINANCE DIRECTOR'S OFFICE CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO: Jessica Baraket, Interim Director	FROM: John Ferry
BUREAU: Department of Finance	BUREAU: Risk Management

TRANSFER DETAIL

Date of Request: 8-Dec-20	Fund: RISK Management (68)	Transfer Amount: \$7,000.00
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FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ORIGINAL APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
081-02-8001-0001-68	\$7,000.00	81,290.00	\$8,027.11	1,027.11
OP MATERIALS & SUPP				-
				-
				-
				-
				-
				-
				-
				-
				-

TO (CREDIT)

081-02-8001-0001-72	\$7,000.00	\$8,810.00	\$510.53	7,510.53
EQUIPMENT				-
				-
				-
				-
				-
				-
				-

Reason Transfer is Required:

CARES grant funds were deposited in 68, The City Hall elevator project will be funded 50% by the CARES Act and requires moving funds to proper account (72).

Reason Funds are Available for Transfer:

\$6000 is the CARES Act grant and we will transfer an additional \$1000 to cover the project from the 68 account. Funds are available due to the grant money being disbursed and RISK implemented cost control measures during COVID.

TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

Amount not more than \$5,000.00	
XXXXX Amount is greater than \$5,000.00	
Department Head: <i>Melony Salbu-Rosen</i>	Date: <i>12/8/2020</i>
Director of Finance: <i>Barbara J. Wagerhuyt - see attached e-mail</i>	Date: <i>12/8/20</i>
City Controller (if amount is greater than \$5,000): <i>[Signature]</i>	Date: <i>12-9-20</i>
Mayor or Managing Director (if amount is greater than \$5,000): <i>[Signature]</i>	Date: <i>12/9/20</i>
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:	Date:

CITY COUNCIL

Daryl Hendricks, President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Julio Guridy, Vice President:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ce-Ce Gerlach, Councilperson:	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Affa, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Joshua Siegel, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zucal, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cynthia Mota, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:



## Wagenhurst, Barbara

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**From:** Baraket, Jessica  
**Sent:** Tuesday, December 8, 2020 3:02 PM  
**To:** Wagenhurst, Barbara  
**Subject:** RE: SFIN-Y777120120815340

Yes, please use this email as my approval.

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**From:** Wagenhurst, Barbara <Barbara.Wagenhurst@allentownpa.gov>  
**Sent:** Tuesday, December 8, 2020 2:32 PM  
**To:** Baraket, Jessica <Jessica.Baraket@allentownpa.gov>  
**Subject:** SFIN-Y777120120815340

Sorry I just missed you before you left. May I approve this on your behalf and attached your approval e-mail? I would like to get this on the Dec. 16<sup>th</sup> Council Agenda.

Thanks  
Barb



### BARBARA WAGENHURST FINANCE OPERATIONS MANAGER

Department of Finance  
435 Hamilton Street  
Allentown, PA 18101  
P: +1 (610) 437-7500 x2220  
F: +1 (610) 437-7563  
E: Barbara.Wagenhurst@allentownpa.gov  
W: www.allentownpa.gov

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**Made to move you**

46  
\$6,078

**DATE:** 12/03/2020

**TO:**

**City of Allentown**  
Attn A/P  
435 Hamilton St  
Allentown, PA 181011603

**FROM:**

**Otis Elevator Company**  
7355 Williams Ave Ste 300  
Allentown, PA 18106

**EQUIPMENT LOCATION:**

**CITY HALL & POLICE BLDG**  
435 Hamilton Street  
Allentown, PA 18101

Corey Yablonski  
Phone: (484) 954-5489  
Fax:

**PROPOSAL NUMBER:** CRY201203090308

**MACHINE NUMBER(S) :** 362007, 362008

**CUSTOMER DESIGNATION(S) :** W.ELV 2, 5727, E.ELV 3

Otis will provide a mechanic to assist in card reader installation on the above equipment.

**PRICE:** **\$ 6,078.00**  
**Six thousand seventy-eight dollars**

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 6,078.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Corey Yablonski  
Title: Account Manager  
E-mail: Corey.Yablonski@otis.com

**CUSTOMER**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: Debbie Keane

Title General Manager

E-mail: \_\_\_\_\_

Name of Company \_\_\_\_\_

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: \_\_\_\_\_  
(Name of Principal or Owner)

## TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or actors, or act of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY; AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.







## QUOTATION

Page:1 of 9  
12/07/20

Quote No: 163446  
Printed: 12/07/20  
Expires: 01/06/21  
Account: 15430-00

72 Act  
\$6872  
GRANT  
\$6000

Presented by:  
Randy Trego  
Johnson Controls  
Security Solutions  
283 Gibraltar Rd  
Horsham PA 19044

Presented to:  
John Ferry  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101  
Ph: 610-439-5975  
Fx:  
Em:

Ship to  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101

Ph: 610-439-5975  
Fx:

Remit To:  
Johnson Controls  
Security Solutions  
Dept. CH 14324

Ph: 610-587-4108  
Fx: 610-916-0451

RE: Add 2 Elevator Card Readers

Line	Item No/Description	Quantity	Unit Price	Total Amount
1.00	920PTNNEG00000 HID GRAY RP40 SE MULTI-CLASS Card Reader	2.00	152.00	304.00
2.00	MATERIAL SY-LP1502, Mercury Controller board with 2-RDR, 2-INPT, 2-OTPT	1.00	1,282.00	1,282.00
3.00	MATERIAL SY-MR16OUT-S3, Mercury MR16OUT 16-relay Output Control	1.00	668.00	668.00
4.00	MATERIAL SY-21X23ENC-KIT, Small Enclosure Kit for Modules	1.00	534.00	534.00
5.00	MATERIAL SY-CLOUDLINK, Genetec Synergis Cloud Link portal for Controller connection	1.00	1,024.00	1,024.00
6.00	AL300ULM Altronix AL300ULX power supply w/access interface	1.00	190.00	190.00
7.00	RB7 12 VDC or 24 VDC, 7 individual relay outputs, 1A/120VAC for elevator button floor control	2.00	68.00	136.00
8.00	CHARGES Installation, Wiring, Terminations, Program, Test, Train, Project Manage, Ship, 1-Year Warranty	1.00	2,734.00	2,734.00



## QUOTATION

Page 2 of 9  
12/07/20

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Randy Trego  
Johnson Controls  
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283 Gibraltar Rd  
Horsham PA 19044

Ph: 610-587-4108  
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Presented to:  
John Ferry  
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Ph: 610-439-5975  
Fx:  
Em:

Ship to  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101

Ph: 610-439-5975  
Fx:

**Remit To:**  
**Johnson Controls**  
**Security Solutions**  
**Dept. CH 14324**

RE: Add 2 Elevator Card Readers

Gross Amount.....:	6,872.00
Sales Tax.....:	0.00

<b>Total Amount Due....:</b>	<b>\$6,872.00</b>
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## QUOTATION

Page 3 of 9  
12/07/20

Quote No: 163446  
Printed: 12/07/20  
Expires: 01/06/21  
Account: 15430-00

Presented by:  
Randy Trego  
Johnson Controls  
Security Solutions  
283 Gibraltar Rd  
Horsham PA 19044

Ph: 610-587-4108  
Fx: 610-916-0451

Presented to:  
John Ferry  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101  
Ph: 610-439-5975  
Fx:  
Em:

Ship to  
City of Allentown Police Dept  
425 Hamilton Street  
Allentown PA 18101

Ph: 610-439-5975  
Fx:

**Remit To:**  
Johnson Controls  
Security Solutions  
Dept. CH 14324

RE: Add 2 Elevator Card Readers

### **Approximate Lead Time 4-6 Weeks After Receipt of Order**

Johnson Controls Security Solutions LLC ("Johnson Controls") endeavors to understand every project in which the funding source is such that we may be required to pay our technicians Prevailing Wage. Customer affirms that it has investigated and informed Johnson Controls in writing whether this project is a Prevailing Wage job. If Johnson Controls is informed initially the project is not a Prevailing Wage project or Customer did not initially inform Johnson Controls whether it is a Prevailing Wage job, and it is later determined to be a Prevailing Wage job, Customer agrees to process a change order for the additional published labor cost associated with the project as a result of it being a Prevailing Wage job.

### **Scope of Work**

Johnson Controls Security Solutions to supply and install the Genetec access control equipment needed to add (2) card readers inside the (2) City Hall Lobby Elevators and control the floor buttons for all 6 floors.

JCI Security to supply the Security Equipment, Installation, Technical Support, Programming, Testing, Shipping, Project Management and a 1 Year Warranty.

Johnson Controls to supply and install the following security equipment in the elevator machine room for the 2 card readers in the elevator cars.

- (2) HID Multi-Class card readers for inside the elevator cars.
- (1) Controller board with 2-reader ports, 2-inputs, 2-outputs and reader licenses in a small enclosure
- (1) 16-output board for elevator button control
- (1) Cloud Link module for Synergis Ethernet access control connection
- (2) output modules with 7 independent relays for elevator floor button control
- (1) 24vdc power supply

City of Allentown to provide the following:

- Network connection and 120VAC power at the new Controller location in the elevator machine room in the Penthouse.
- access to the Genetec security system for programming.
- Otis Elevator to provide the elevator connections in the elevator machine room for the 18/6 shielded access control wiring in the traveling cables, the elevator floor button controls and support to mount card readers in the elevator cars for JCI Security.

This is not a Prevailing Wage project and was quoted with normal business hours.

This pricing is based off of our PA State CoStars Contract # 4400015469.

**VIDEO / ACCESS CONTROL AGREEMENT  
TERMS AND CONDITIONS**

Page 4 of 9

1. **SCOPE OF WORK.** Johnson Controls Security Solutions LLC ("Johnson Controls") agrees to provide all equipment, supplies and necessary labor to install a video surveillance ("Video") and/or access control ("Access") systems or equipment and low voltage cable (hereinafter referred to individually or collectively as the "Equipment") in accordance with Johnson Controls' proposal and manufacturer specifications ("Services") pursuant to these terms and conditions.

2. **CUSTOMER UNDERSTANDS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

A. **Payments** - Customer will pay (or reimburse) Johnson Controls as follows:

1. **General.** The prices shown in this Agreement are based on the Equipment and Services described in Johnson Controls' proposal. If the actual Equipment installed or Services differ, the price will be adjusted accordingly. The prices shown are valid for ninety (90) days from the date such proposal is presented to the Customer. If Customer does not sign and deliver this Agreement to Johnson Controls within 90-days of the date of the proposal, the prices may be adjusted to reflect Johnson Controls' then-current pricing. Johnson Controls reserves the right to substitute Equipment based upon installation constraints or delivery requirements.

2. **Transportation and Delivery.** All orders will be shipped FOB Johnson Controls' warehouse or that of its supplier(s), with freight and handling charges prepaid and added to Customer's invoice. Customer will pay all expenses, including insurance, for transporting the Equipment from and to Johnson Controls' warehouse for any reason, other than Johnson Controls' error or return or replacement of Equipment under warranty. Customer agrees to receive delivery of all orders at Customer's designated point of delivery and shall preserve such equipment until installation by Johnson Controls.

3. **Total Installation Charge Deposit.** Unless otherwise stated herein, payment is due when this Agreement is signed by Customer.

4. **Installation Charge Balance.** Payment is due upon completion of the installation. Johnson Controls may invoice Customer for progress billings based upon Equipment delivered or stored, and services performed before completion of the installation or activation of the Equipment.

5. **Other Charges.**

(a) Customer will pay (or reimburse Johnson Controls) for any permitting fees, taxes, fees or charges that are imposed by any governmental body or other charges related to the Equipment and/or Services. Non-warranty work performed after completion of the installation will be billed at Johnson Controls' then current equipment and labor rates.

(b) Failure to make payments when due will give Johnson Controls, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at one and one-half percent (1½%) per month on the delinquent amounts or the maximum late fee or interest rate permitted by law, whichever is less. Customer will pay all costs, expenses and fees incurred by Johnson Controls to enforce the terms of this Agreement, including collection expenses, court costs, and reasonable attorneys' fees.

B. **Ownership of Johnson Controls Brand.** Without exception, Johnson Controls-branded signs, including window stickers and warning signs, will remain the property of Johnson Controls and may be removed by Johnson Controls at any time. Customer's right to display Johnson Controls-branded signs is not transferable.

C. **Customer Responsibilities:** Customer agrees to provide and be obligated by the following:

1. **Site Preparation, Intrusion and Restoration.** Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Johnson Controls shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

2. **Special Equipment Requirements.** If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will either provide such equipment, or will reimburse Johnson Controls for any

applicable charges or fees.

### 3. Video Equipment

(a) Equipment Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s) and (ii) the appropriate space for monitors and any recorders.

(b) Audio Monitoring/Recording. Certain laws may limit or prohibit the use of video with audio. If Customer elects to install video with audio on its premises, Customer also accepts the responsibility of knowing and fully complying with all applicable laws.

### 4. Equipment Software.

(1.) Any software provided with the Equipment or in connection with the Services is proprietary to Johnson Controls and/or Johnson Controls' supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis.

Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between Johnson Controls and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

(2.) Open Source Software.

Johnson Controls represents and warrants to the end user of any Products sold/furnished to its customers that, to the extent the Products include any Open Source Software, the internal use and operation of the Products by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted, licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

5. Ownership and Security of Equipment. Until Customer has paid Johnson Controls in full, Customer: (a) grants to Johnson Controls a security interest in the Equipment and all proceeds thereof; (b) will not (i) assign, transfer, pledge, encumber, lease or relinquish possession or control of the Equipment; (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by Johnson Controls; or (iii) remove the Equipment from the installed location; (c) will bear all risk of damage to, or loss or theft of, the Equipment while it is in Customer's possession or control; and (d) will hold the Equipment as personal property and not cause or permit any Equipment to become permanently affixed to any real property.

6. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations, and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless Johnson Controls from and against all third party claims, liability, loss or damage (including reasonable attorneys' fees and other defense costs), assessed against or suffered by Johnson Controls as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

7. Non-Monitored Devices. If the equipment furnished/serviced under this Agreement includes access control, video surveillance, mass-notification, public address, annunciation or other devices not intended to transmit signals/data to Johnson Controls' CMC for monitoring ("Non-Monitored Devices"), Customer acknowledges that such Non-Monitored Devices are neither intended to be a substitute for monitored intrusion and/or fire detection systems nor the sole means to assist Customer in managing or controlling the location or activities of persons on or about its

property or premises. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from, any building, property or area that may be covered by the Devices.

8. FARs. Johnson Controls supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Johnson Controls will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.

D. Warranty. Any original part of the Equipment (as distinguished from the software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within one (1) year of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Johnson Controls' sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. This Warranty does not cover Services required to correct conditions caused by: (a) Customer or other third parties; (b) accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse; (c) adjustments necessitated by misalignment of video cameras, improper adjustment of equipment, or changes to ambient lighting conditions after initial installation and acceptance; or (d) adjustments, repairs or maintenance not done by Johnson Controls or installation of parts, accessories, attachments or other devices not furnished by Johnson Controls. Customer will be charged on a time and materials basis at Johnson Controls' then applicable rates for labor and materials for Services not covered by this Warranty. Johnson Controls makes no guarantee or warranty that the Equipment or Services will avert or prevent occurrences, or the consequences therefrom, which the Equipment is intended to deter, detect, avert or record. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO LOSSES OR DAMAGES RESULTING FROM A FAILURE OF THE EQUIPMENT TO PERFORM AS WARRANTED IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE.

E. Limitation of Liability, Indemnification.

1. Indemnity.

(a) Johnson Controls shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Johnson Controls' agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g. equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert.

(b) Customer shall defend, indemnify and hold Johnson Controls, its corporate affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Johnson Controls' agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability.

(a) IN NO EVENT WILL EITHER CUSTOMER OR Johnson Controls BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO BUSINESS, PERSON OR PROPERTY) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER ENTITLEMENT TO SUCH DAMAGES IS BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, AND EVEN IF THE PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Johnson Controls' Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Johnson Controls is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's

presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Johnson Controls charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services Johnson Controls provides and are unrelated to any such risk of loss. Johnson Controls does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Johnson Controls is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Johnson Controls' liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. Johnson Controls is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Additional Services. Only Video and/or Access Equipment and Services shall be provided by Johnson Controls under the terms and conditions of this Agreement. The Equipment and Services provided by Johnson Controls under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) professional architectural, engineering, or Design Professional services. If any other Equipment or Services are requested by or provided to Customer, then such Equipment and Services shall be provided under a separate written agreement executed by Customer and Johnson Controls.

G. Hazardous Substances. Customer represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, Johnson Controls will not be required to install or service the Equipment at such site and Johnson Controls may arrange, at Customer's expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND Johnson Controls WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. SAFETY Act Waiver. Certain of Johnson Controls' systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Johnson Controls and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Term and Termination. This Agreement shall be effective upon the date of the authorized signatures below and shall end upon the earlier of completion of the Services or one (1) year from the Effective Date. The Agreement shall be extended solely by a written agreement signed by both parties.

J. Insurance. Johnson Controls maintains General Comprehensive Liability and Automobile Liability Insurance of, at least, \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by the applicable state authority. In addition, at Customer's request, Johnson Controls will name Customer and, if required, Customer's Landlord, Property Manager, and/or Property Owner of the facilities in which Johnson Controls is providing installation, maintenance, inspection or warranty services as an additional insured under Johnson Controls' General Liability and Automobile insurance policies; provided, however, that such additional insured coverage will not respond to the negligence or other wrongful conduct of Customer or any other additional insured.

K. Force Majeure. Johnson Controls SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE OF BECAUSE OF NON-PERFORMANCE OR DELAY, HOWEVER CAUSED; INCLUDING, BUT NOT LIMITED TO, BY ANY STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF Johnson Controls. Johnson Controls WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES.

L. Assignment. Customer may not assign this Agreement without the prior written consent of Johnson Controls.

Johnson Controls may subcontract its obligations hereunder to any third party without providing notice to or obtaining the consent of Customer.

M. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws principles.

N. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that provision will be deemed amended and enforced to the maximum extent permitted by law; however, each and every other provision of this Agreement will continue to be valid and enforceable.

O. Paragraph and Section Headings; Captions. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement.

P. Authority. Customer represents, warrants, acknowledges, and/or agrees that: (1) Customer owns the premises in which the Equipment is being installed or has the authority to engage Johnson Controls to carry out the installation in the premises and (2) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment and/or Services.

Q. Entire Agreement. This Agreement, together with any riders, addenda and/or exhibits, constitutes the entire agreement between the parties in executing this Agreement; Customer is not relying on any advice or advertisement of Johnson Controls. Any representation, promise, condition, inducement or warranty, express or implied, not expressly included in this Agreement will not be binding upon Johnson Controls. The terms and conditions in this Agreement will prevail over any conflicting, inconsistent, or additional terms or conditions contained in any purchase order or other document issued by Customer.

R. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. An electronic copy of this Agreement shall be legally binding upon the parties, as if the original.



Customer and Johnson Controls acknowledge having read and being bound by the terms and conditions of this Quotation: **163446**

**City of Allentown Police Dept**

**Johnson Controls Security Solutions LLC**

**BY** \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

**BY** \_\_\_\_\_ / \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

**TITLE** \_\_\_\_\_

**TITLE** Account Executive/Director of Sales

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**Remit To:** Johnson Controls  
Security Solutions  
Dept. CH 14324  
Palatine, IL 60055-4324

